IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

WRIT PETITON NO.4116 OF 1996

M/s.Batuwa the small leather goods Co. ..Petitioner.

V/s.

Mrs.Shakuntala Verneker ..Respondent.

WITH

WRIT PETITON NO.5034 OF 1996

M/s.Batuwa the small leather goods Co. ..Petitioner.

V/s.

Mrs.Prabha Talekar ..Respondent.

Mr.Shailesh More i/b. S.M.Naik for petitioner.

Mr.N.M.Ganguli for respondent No.1.

CORAM : V.C.DAGA, J.

DATED : 18TH APRIL, 2006.

P.C. :-

When Rule was issued in these petitions on 11th March, 1997, this Court was pleased to stay the impugned orders so far at it related to the grant of back wages subject to furnishing security or bank guarantee to the satisfaction of the Registrar for an amount of Rs.75,000/-.

2. The bank guarantee was to be furnished within a reasonable period, since no specific time limit was prescribed in the order. The office endorsement dated 23/2/1999 indicates that no bank guarantee or security has been furnished by the petitioner as ordered by this Court. There is no material on record to suggest that at any point subsequent to 1999 any bank guarantee or security was furnished so as to comply with the directions given by this Court on 11/3/1997.

3. When this matter was called out for hearing, enquiry was made from the petitioner as to whether or not bank guarantee has been renewed.

4. Mr.Shailesh Mane holding for Mr.S.M.Naik sought one day time to find out from his clients whether bank guarantee has been renewed.

5. Today, Mr.Mane informs the Court that the bank guarantee has not been furnished, hence there is no question of renewal. However, the learned counsel appearing for the petitioners sought two weeks time, to place new bank guarantee on record or to deposit the amount of Rs.75,000/- with this Court.

6. The prayer made cannot be granted for more than one reason. Firstly, the petitioners did not furnish the bank guarantee in spite of the order dated 11/3/1997. The petitioners have taken advantage of the interim order without complying with the conditions thereof. Secondly, there is no material on record to show any attempt made to comply with the order notified by this Court dated 23/2/1999; wherein non-compliance of the order was notified to the parties. Even today, order has not been complied with. It was obligatory on the part of the petitioner to furnish bank guarantee and to keep it renewed from time to time until final disposal of this petition.

7. In the above circumstances, the petitioner is not entitled for any relief much less the relief claimed in the petition. It is clear that the petitioner has taken this Court for a ride. The petitioner enjoyed fruits of the interim order but did not comply with the terms thereof. Petitioner did not discharge its own obligation flowing from the interim order.

8. In the above view of the matter, in both the petitions, petitioners are not entitled to invoke writ jurisdiction of this Court. Both petitions are liable to be dismissed with heavy costs. Mere dismissal of

petitions shall not meet the ends of justice. Petitioners are thus directed to clear all the monetary liabilities flowing from the impugned order within eight (8) weeks from today with interest thereon at the rate of 10% p.a. from the date of the interim order of this Court i.e. 11/3/1997 till payment is made in full and final. If the payment is not made within eight (8) weeks as stipulated, the rate of interest shall be 12% instead of 10% stipulated herein.

9. In the result, both the petitions are dismissed. Rule stands discharged in terms of this order with costs quantified in the sum of Rs.10,000/- in each petition.

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